# ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

### **AGENDA PACKAGE**

Thursday, June 15, 2023

## **Remote Participation:**

Zoom: <a href="https://us02web.zoom.us/j/3797970647">https://us02web.zoom.us/j/3797970647</a>, Meeting ID: 3797970647

--or--

Call in (audio only) (415) 762-9988 or (646) 568-7788, 3797970647#



313 Campus Street Celebration, Florida 34747 (407) 566-1935

### **Arlington Ridge Community Development District**

**Board of Supervisors** 

Robert Hoover, Chairman Ted Kostich, Vice Chairman Bill Middlemiss, Assistant Secretary Claire Murphy, Assistant Secretary James Piersall, Assistant Secretary Staff:

Angel Montagna, District Manager Jennifer Kilinski, District Counsel David Hamstra, District Engineer Brett Perez, Area Field Director Robert Sardinas, Facilities Manager Frank Bruno, General Manager Dan Zimmer, VP Operations, Troon

### Meeting Agenda Thursday, June 15, 2023 – 2:00 p.m.

1.	Call to Order and Roll Call	
2.	Pledge of Allegiance	
3.	Audience Comments on Agenda Items – Three- (3) Minute Time Limit	
4.	Staff Reports	
	A. District Counsel	
	B. District Engineer	
	C. District Manager	
	D. Field Manager	
	i. Inframark Monthly Report	Page 3
	ii. Floralawn Inspections and Reports	
	E. Community Director	
	F. General Manager: Golf, Food & Beverage	
	i. Monthly Report	Page 27
5.	Business Items	
	A. Ratification of Resolution 2023-06, Surplus Property	Page 29
	B. Ratification of Pest Control Contract Amendment between Arlington Ridge	
	CDD and Floralawn	
	C. Consideration of Resolution 2023-07, Designating Assistant Secretary	Page 33
	D. Presentation of FY 2024 Budget	
	(Under Separate Cover)	
	E. Consideration of Resolution 2023-08, Approving Proposed Budget	
	and Setting Final Budget Hearing	
	F. Consideration of Janitorial Services Proposals	
	G. Consideration of FL Pest Control Proposal	Page 72
	H. Consideration of Truck Stop Inc Work Trailer Proposal	
	(Under Separate Cover)	D 0.4
	I. Consideration of Sidewalk Build Proposal	
_	J. Review of Registered Voters	Page 86
6.	Consent Agenda	D 97
	A. Minutes: May 18, 2023, Meeting B. Financial Statements	Page 8/
	(Under Separate Cover)	
	C. Invoices and Check Register	
	(Under Separate Cover)	
7.	Other Business	
<b>8.</b>		
o. 9.	Supervisor Requests  Audiones Comments Three (2) Minute Time Limit	
9. 10.	Adjacements – Three- (3) Minute Time Limit	
10.	Adjournment	

The next meeting is scheduled for Thursday, July 20, 2023

District Office:
Inframark
313 Campus Street, Celebration, FL 34747
407-566-1935
www.ArlingtonRidgeCDD.org

Meeting Location:
Fairfax Hall
4475 Arlington Ridge Blvd., Leesburg FL 34748
Participate remotely: Zoom https://zoom.us/j/3797970647
OR dial 415-762-9988 or 646 568-7788, ID 3797970647

# **JUNE FIELD INSPECTION 2023**

**Arlington Ridge CDD** 

Friday, June 2, 2023

**Prepared For Board Of Supervisors** 

40 Items Identified



Item 1
Assigned To FloraLawn
Please trim bushes on spa parking
lot area.



Item 2
Assigned To Inframark Field Staff
Pressure wash side walk near entrance of Lexington spa.



Item 3
Assigned To FloraLawn
Please trim bushes ear electrical box
near pool area.



Item 4
Assigned To FloraLawn
Remove all weeds on the back of pool deck area.



Item 5
Assigned To FloraLawn
Trim down trees near jacuzzi area.



Item 6
Assigned To FloraLawn
Trim down trees near jacuzzi area.



Item 7
Assigned To FloraLawn
Remove all weeds from pool deck.



Item 8
Assigned To Inframark Field Staff
Pressure wash under pool cabana.



Item 9
Assigned To FloraLawn
Trim down tree near the back of pool deck.



Item 10
Assigned To FloraLawn
Trim down hedging near pool entrance.



Item 11Assigned To FloraLawnTrim down hedges near pool cabana.



Item 12
Assigned To FloraLawn
Trim down bushes near social hall building.



Item 13
Assigned To Inframark Field Staff
Pressure wash all columns on town
square area.



Item 14
Assigned To Inframark Field Staff
Fix lifted paver near theater area.



Item 15
Assigned To FloraLawn
Remove weeds near front of Fairfax
Hall.



Item 16
Assigned To Inframark Field Staff
Pressure wash benches on greens.



Item 17
Assigned To Inframark Field Staff
Replace bad ceiling fan for
restaurant.



Item 18
Assigned To Inframark Field Staff
Replace wood on columns near admin building.



Item 19
Assigned To Inframark Field Staff
Pressure wash sidewalk near admin building.



Item 20
Assigned To FloraLawn
Remove weeds near bed close to admin building.



Item 21
Assigned To FloraLawn
Trim hedges near pro shop.



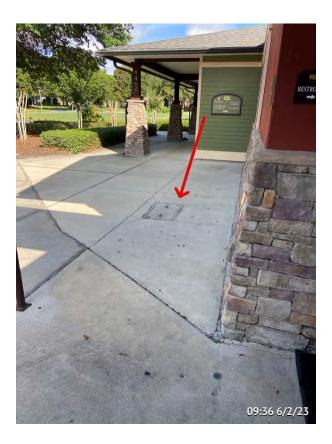
Item 22
Assigned To FloraLawn
Trim hedges near golf shack.



Item 23
Assigned To FloraLawn
Trim down hedges near golf shack.



Item 24
Assigned To Indigo
Remove all vines from walls of golf shack.



Item 25
Assigned To Inframark Field Staff
Pressure wash sidewalk near pro
shop.



Item 26
Assigned To Inframark Field Staff
Pressure wash hallway near
restaurant.



Item 27
Assigned To Inframark Field Staff
Repaint parking strips in town
square area.



Item 28
Assigned To Inframark Field Staff
Pressure wash and re paint admin
parking meter.



Item 29
Assigned To Inframark Field Staff
Re attached kick pad for kitchen
area.



Item 30
Assigned To Inframark Field Staff
Trim bushes near sales center area.



Item 31
Assigned To Inframark Field Staff
Pressure wash front entrance sign.



Item 32
Assigned To Inframark Field Staff
Pressure wash columns near front
entrance.



Item 33
Assigned To FloraLawn
Trim down hedges near front
entrance.



Item 34
Assigned To FloraLawn
Trim down bushes near tennis
courts.



Item 35
Assigned To FloraLawn
Trim down hedges near tennis
courts.



Item 36
Assigned To Inframark
Pressure wash sidewalk near tennis
court area.



Item 37
Assigned To Inframark Field Staff
Concrete pad and bench have been
installed near R/V lot area.



Item 38
Assigned To Inframark Field Staff
Change rope on right hand side of
R/v lot.



Item 39
Assigned To Inframark Field Staff
Remove cobwebs bathroom on Arlington Ridge Blvd.



Item 40
Assigned To Inframark Field Staff
Pressure wash sidewalk near sale
center.



Chris Semko Branch Manager June 6, 2023

#### Arlington Ridge CDD: Responses to items listed in Report:

- 1. We will address and take care of/Normal trimming cycle.
- 2. N/A
- 3. We will address and take care of
- 4. Weeds will be addressed in pool area.
- 5. We will address and take care of
- 6. We will address and take care of
- 7. Weeds will be addressed in the pool area
- 8. N/A
- 9. We will address and take care of
- 10. We will address and take care of
- 11. We will address and take care of
- 12. We will address and take care of
- 13. N/A
- 14. N/A
- 15. N/A
- 16. N/A
- 17. N/A
- 18. N/A
- 19. N/A
- 20. We will address and take care of
- 21. Normal trimming cycle is taking place.
- 22. We will address and take care of

#### 23. FLORALAWN DOES NOT TRIM THIS AREA

- 24. N/A: Same area as 23 needs to be addressed to Indigo and Frank's team
- 25. N/A
- 26. N/A
- 27. N/A
- 28. N/A
- 29. N/A
- 30. We will address and take care of.
- 31. N/A
- 32. N/A
- 33. Jasmine is to not be touched yet. Flowers are still blooming.
- 34. We will address and take care of the weeds.
- 35. We will address and take care of the weeds.
- 36. N/A
- 37. N/A
- 38. N/A



39. N/A 40. N/A

## **Proposals Submitted for Consideration:**

- 1. Recommending landscape replacement at the front of the guard shack. Area is first presentation and needs to be upgraded. Do you want me to put together a proposal?
- 2. New flowers were installed on Friday May 5<sup>th</sup>. Perennials should last till Christmas if desired longer it is a possible as long as weather cooperates.



Customer: Arlington Ridge	Date: 5/31/23					
Seheduled Service	Service Call					
Inspe	ection:					
Grass Type:	Color:					
St. Augustine Zoysia Bermuda Bahia	Good Moderate Poor					
Watering:	Insects Present:					
Good Dry Wet	Chinch Bugs Army Mole Sod Worms Crickets Webworms Fire Ants Other:					
Weeds: Present Follow Up Needed:	Disease:  Brown Patch Green Leaf Spot Follow Up Needed:					
Uncontrollable Weeds:						
Crab Grass Bermuda (Wild) Alexander Grass Sedge	☐ Torpedo Grass ☐ Goosegrass					
What We	Did Today:					
Fertilization:	Weed Control:					
32-0-0. 1-0-0, Calcium	Mansion, Quicksilver, Lontrel					
Insect:	Disease Control:					
Crosscheck						
Additional Services Recommended:	Notes: We treated the property with a regular round of fertilizer, insect					
	and weed control.					





### May 2023 General Manager Report

May revenue did well for both food & beverage and golf. Total F&B revenue is estimated to be approximately \$72,500 for the month and \$765,193 year to date. The projected bottom-line loss through May is \$65,000. Golf rounds for May were 3,704, giving us a year-to-date round count of 36,302.

May events totaled 339 guests and \$4,096 in food revenue. The restaurant also hosted a Mother's Day Buffet. We had 91 guests and a food & beverage revenue of \$2,390. Other notable food revenue came in from two golf outings. The "Mela-No-More" and Memorial Weekend "Big Cup" tournaments, combined for 175 players and \$2,067 in food revenue.

#### **Agronomy Update**

Our first aerification of the greens of the season has been completed. The project went very smoothly, and we were able to get the course open back on time. Every green on the course as well as the chipping and putting greens went thru the process. Larger plugs will be pulled during our next aerification scheduled for July 11<sup>th</sup> and 12<sup>th</sup>. Sod was also installed in areas near the green on hole #1 green, #9 cart path, and center of hole #6 to help enhance the "Welcome Home" feel as you enter the community. Sod was also installed near holes #14 cart path transition area and #16 fairway (150yd marker area).

#### **Golf Course Maintenance Schedule**

- Spin and rake bunkers daily.
- Set-up daily, changing cups and moving tee-markers, empty trash.
- Greens foliar program-Spray greens every week with liquid fertilizer, with fungicide apps every other week.
- Driving Range- mow range tee box on Monday and Thursday, along with target greens.
- Greens- mow greens every day and cleanup every other day.
- Tee Boxes- mow tee boxes on Monday, Wednesday & Friday.
- Continue irrigation auditing and repair any issues as needed.

#### **May Completed Projects**

- Tree trimming along golf properties on holes #2 and #13.
- Cart path extensions on holes #1, #8, #10 and #11
- Cart path installation on the right side of hole #16 green
- Sod installation on holes #1, #5, #6, #8, #9, #10, #13 and #16

#### **Golf Ops**

- We had two golf events in May. The first was the "Mela-No-More" fundraising tournament to benefit the Melanoma Cancer Foundation. We had 96 players and guest and raised \$7,519.08 for the foundation...a special thank you to Charlotte Merriam for all her hard work to make this event a huge success.
- The second event was our Memorial Weekend "Big Cup" event. This outing had 76 players, and all enjoyed a cook-out style lunch served in the village green.
- Area travel groups continue to come through weekly, but as is typical for this time of year attendees are lower, averaging 18 players per group. The groups bring in great revenue for both golf operations and food & beverage.
- John and his crew are looking forward to hosting our upcoming club tournament. We celebrate Women's Golf Day on June 6<sup>th</sup> with a great charity event supporting the Lake County Women's Advocacy. They are also finalizing the "Red, White, and Blue" tournament scheduled for July 4<sup>th</sup>.

#### Food & Beverage

The restaurant team has updated the Tavern menu with the addition of some lighter fare items for the summer. We have also updated the Happy Hour Menu. The Pretzel and Beer Cheese is one of the new items that has become a guest favorite. Chatham's new breakfast bowls have been well received. Just a reminder that Chatham's new hours are Tuesday thru Sunday 7:30am to 11:00am.

The restaurant hosted luncheons for the Lake County Women's Advocate that totaled over \$1,285 in revenue.

A list of our summer events is being worked on and should be out soon. The F&B team is working on hosting events such as a June rum tasting, and a Christmas in July event just to name a few.

We appreciate the support from residents and encourage everyone to participate in the upcoming events.

#### RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Arlington Ridge Community Development District (the "District") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, as such, the District is a governmental unit within the meaning of Chapter 274, Florida Statutes; and

WHEREAS, the District has purchased and owns certain tangible personal property as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Surplus Property"); and

WHEREAS, the District desires to classify the Surplus Property as surplus tangible personal property, and to determine that the continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

WHEREAS, the Board of Supervisors of the District (the "Board") has considered the best interests of the District, the value and condition of the Surplus Property, and the probability of the Surplus Property being desired by prospective donees or purchasers; and

WHEREAS, the District desires to dispose of the Surplus Property for value to any person, or for value without bids to the state, to any governmental unit, or to any political subdivision as defined in section 1.01, Florida Statutes, or for value to another governmental unit or to a private nonprofit agency as defined in section 273.01(3), Florida Statutes; or, if such sale cannot reasonably be accomplished, by donating it either to another governmental unit or to a private nonprofit agency as defined in section 273.01(3), Florida Statutes; or, if neither sale nor donation can reasonably be accomplished, the District hereby determines that the Surplus Property is without commercial value and desires to destroy or abandon it, all in accordance with the provisions of Chapter 274, Florida Statutes; and

WHEREAS, the District believes that disposing of the Surplus Property in this fashion is the most efficient and cost-effective means of disposing of the Surplus Property; and

WHEREAS, the District has estimated the value of each class of the Surplus Property to be less than Five Thousand Dollars (\$5,000); and

WHEREAS, the District believes that it is in its best interests to dispose of the Surplus Property in this fashion.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. INCORPORATION OF RECITALS. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY. The District hereby classifies the Surplus Property as surplus tangible personal property, and hereby determines that the continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function.

SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY. The District hereby directs and authorizes staff to dispose of the Surplus Property for value to any person, or for value without bids to the state, to any governmental unit, or to any political subdivision as defined in section 1.01, Florida Statutes, or for value to another governmental unit or to a private nonprofit agency as defined in section 273.01(3), Florida Statutes; or, if such sale cannot reasonably be accomplished, by donating it either to another governmental unit or to a private nonprofit agency as defined in section 273.01(3), Florida Statutes; or, if neither sale nor donation can reasonably be accomplished, by destroying or abandoning it, all in accordance with the provisions of Chapter 274, Florida Statutes.

**SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 15th day of June, 2023.

ATTEST:

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Description of Surplus Property

**Exhibit A: Description of Surplus Property** 

SURPLUS PROPERTY, as pictured below.





















#### **RESOLUTION 2023-07**

## A RESOLUTION ADDING LYNN HAYES AS ASSISTANT SECRETARY OF THE ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

**WHEREAS**, the Board of Supervisors of the Arlington Ridge Community Development District desire to add Lynn Hayes as Assistant Secretary;

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT:

1. Lynn Hayes is appointed as Assistant Sec	retary.
Adoption this 15th day of June, 2023	
Attest:	Arlington Ridge Community Development District
Secretary/Assistant Secretary	Chair of the Board of Supervisors

#### **RESOLUTION 2023-08**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2023/2024; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Arlington Ridge Community Development District ("District") prior to June 15, 2023, proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"); and

**WHEREAS**, it is in the best interest of the District to fund the administrative and operations services (together, "Services") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("Assessments"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

**WHEREAS**, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT:

- 1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "District's Office," c/o Inframark, 210 N. University Drive, Suite 702 Coral Springs, Florida 33071. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2023, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

**3. SETTING PUBLIC HEARINGS.** Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: August 17, 2023

HOUR: 2:00 p.m.

LOCATION: 4475 Arlington Ridge Blvd.

Leesburg, FL 34748

- **4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Leesburg and Lake County at least 60 days prior to the hearing set above.
- **5. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.
- **6. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Lake County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.
- **7. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
  - **8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15<sup>TH</sup> DAY OF JUNE, 2023.

ATTEST:	ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT
	Ву:
Secretary	lts:

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

## Arlington Ridge CDD Janitorial Services Quotes & Current Globiser Janitorial Services Contract Cost Summary

Janitorial Service Vendors	Monthly Cost	Annual Cost	
Jan-Pro	\$ 9,291.00	\$ 111,492.00	
Anago	\$ 7,995.00	\$ 95,940.00	
Coverall	\$ 7,379.00	\$ 88,548.00	
Current Vendor Contract			
Globiser	\$ 2,994.00	\$ 35,928.00	

\*The scope of work provided to all janitorial service vendors for the quotes was the exactly the same scope of work that your current vendor Globiser has in their contract agreement. \*The janitorial service vendor quotes include the BRAC. The BRAC is not included in the current Globiser contract agreement.



### Inframark - Arlington Ridge Community Development 4463 Arlington Ridge Blvd, Leesburg, FL 34748

Prepared for: Lynn Hayes - District Manager Prepared by: Maria Martinez - Master Owner

Valid Through: 9/5/2023



#### INTRODUCTION



June 5, 2023

#### Dear Lynn

We are pleased to have you as a potential client at Anago® and are confident our franchisees can provide you with an exceptional service. We understand that the cleanliness and disinfection of your facility are very important because people are simply more comfortable and productive in an environment where they feel safe. Selecting the right partner for your janitorial needs is the first line of defense in employee healthcare.

With Anago's proven program, you receive a customized schedule of cleaning based on your priorities and budget. Our rotational, systematic service ensures the highest level of cleanliness for the health of your employees and clients and also provides an unbeatable first impression!

Your business benefits from unique features that set Anago franchisees apart from other janitorial services including the use of Anago CleanCom® for instant communications, the Anago Protection+ Disinfection plans for infection prevention, our budget-friendly SmartClean<sup>SM</sup> program, solid client support, advanced cleaning methods and equipment, EPA-registered disinfectants, and commitment to cleaning green. You can focus on your business, while our franchise owners keep your working environment safe and clean at a price you can afford.

The following information was prepared to help guide you in your decision about a janitorial service procurement agreement with us. Please feel free to reach out to me directly or to our Regional Office.

Sincerely,

Warantan lankarinh

**Maria Martinez** Master Owner

Anago of Orlando (407) 660-0055 4401 Vineland Road Suite A-1 Orlando, FL 32811





### THE SUPERIOR CHOICE FOR COMMERCIAL CLEANING.

Our quote is based on time values outlined by the Building Service Contractors Association International and the International Sanitary Standards Association. These time values are standards within our industry utilized in estimating Housekeeping Tasks. In the summary that follows, a custom-tailored program has been compiled for your facility. All supervision, labor, supplies and equipment, payroll taxes, and insurance have been included in the pricing schedule.



#### **Protection+ Disinfection®**

Using EPA approved disinfectants, Anago franchisees provide a germ-busting clean that looks great but desinfects and sanitizes, which helps to minimize the spread of illnesses and limits sick-time.



#### 2-Hour Response Guarantee

Because of our commitment to your custom-tailored cleaning needs we offer our 2-Hour Response Guarantee following the reporting of any items not completed to your satisfaction.



#### **Instant Communications**

Anago provides a direct communication platform to stay in close contact with franchise owners regarding all services performed, through Anago CleanCom<sup>®</sup>.



#### **Insurance & Bonding**

Our franchisees' services are covered under an insurance policy for bodily injury, property damage, public liability, and workers compensation (where required).



#### The Third Pass

Anago's franchise owners take extra measures with nightly checklists to ensure your facility is properly secured upon completion of duties to give you peace of mind.



#### **Franchising Concept**

The franchising concept works because of the simple principle that the owner of the business is the supervisor of, and participant in, the actual cleaning and maintenance of your facility.

We look forward to working with you in the near future!













## AREA SPECIFICATIONS

We are pleased to submit this Proposal to procure Janitorial Services for the following location:

Inframark - Arlington Ridge Community Development 4463 Arlington Ridge Blvd Leesburg, FL 34748

#### Service Areas

1. Office(s)

Kitchen(s)

Restroom(s)

4. Common Area(s)

5. Break Area(s)

**6.** Conference Room(s)

7. Fairfax Hall

8. Social Center

9. Lexington Spa

10. Chattam's

11. The Village Tavern

12. Chesapeake Bay Grille

13. Oakroom

14. Pool Area Blue Ridge Activity Center

15. Guard Shack

16. Restrooms at Tennis Court

The specifications and the terms as set forth describe the Services to be performed, frequency, and conditions of the Agreement. The Client requests that products, equipment, and materials used are those that are recommended by Anago of Orlando.



## **CLEANING SPECIFICATIONS**

#### **Daily Cleaning**

#### Administration Office/ Blue Ridge Activity Center/Guard House

- 1. All receptacles will be emptied and trash removed to the dumpster area. Including Pool area trash cans
- 2. Wipe clean exterior of trash receptacles and wall behind receptacles.
- 3. Wipe clean all horizontal surfaces of desktops, tables, counters, and filing cabinets. (if possible)
- 4. Vacuum all traffic areas of carpeting, including mats and runners. (Include all rooms of the BRAC)
- 5. Wipe clean tables, chairs, sink, counters, and exterior of cabinets in Kitchen.
- 6. Wipe clean exterior of all countertop appliances in Kitchen with disinfectant, including the interior of microwaves and vending machine touch points.
- 7. Sweep/Dust mop all hard floors.
- 8. Clean and disinfect drinking fountains (for the entire facility)

#### Restrooms entire facility (including Tennis Court and Guard Station)

- 1. Fill dispensers with towels, tissue, and hand soap. Wipe dispenser fronts.
- 2. Empty sanitary napkin receptacles, disinfect, and re-line from stock.
- 3. Empty trash receptacles and wipe, as needed.



- 4. Wipe clean exposed pipes, counters, ledges, and mirrors with approved disinfectant.
- 5. Sweep tile floor.
- 6. Disinfect interior and exterior of toilets and toilet seats. Polish all chrome fittings.
- 7. Disinfect interior and exterior of urinals. Polish all chrome fittings.
- 8. Change urinal deodorizers as needed.
- 9. Spot clean partitions and dust tops.
- 10. Clean sinks, disinfect counters, and polish chrome fittings.
- 11. Remove splash marks from walls around sinks.
- 12. Clean and polish mirrors.
- 13. Wipe clean and disinfect tile walls and handrails.
- 14. Damp mop restroom floors, including corners and edges, with disinfectant, pouring water down drains to eliminate odors.

#### Chattam's, The Village Tavern, Chesapeake Bay Grille, Oakroom

- 1. All receptacles will be emptied and trash removed to the dumpster area.
- 2. Wipe clean exterior of trash receptacles and wall behind receptacles.
- 3. Spot clean all entrance area door glass.
- 4. Sweep entranceways, inspect areas and remove trash.
- 5. Clean and disinfect drinking fountains.
- 6. Remove floor mats in bar areas and sweep and mop floors. (4 x week)
- 7. Vacuum all areas of carpeting, including mats and runners. (4 x week)
- 8. Dust mop, then spot mop all hard surface floors.

#### Spa/Gym/Aerobics/Recreation area/ Massage Room / Nail Room

- 1. All trash receptacles will be emptied, wiped as needed, and trash removed to the dumpster area.
- 2. Fill dispensers with towels, tissue, and hand soap. Wipe dispenser fronts.
- 3. Dust top of lockers.
- 4. Spot clean Sauna entrance glass and remove any debris.
- 5. Wipe clean and disinfect saunas with appropriate solutions.
- 6. Deck brush showers.
- 7. Clean entrance area door glass.
- 8. Sweep entranceways, inspect areas and remove trash.

#### Fairfax Hall/Social Center (including Arts and Craft, Card Room and Movie Theater)

- 1. All trash receptacles will be emptied, wiped as needed, and trash removed to the dumpster area.
- 2. Clean entrance area door glass.
- 3. Sweep entranceways, inspect areas and remove trash.
- 4. Clean sinks and polish chrome fittings at Arts and Crafts room.
- 5. Fill dispensers with consumables.
- 6. Properly arrange chairs at Arts and Crafts room.

#### 3 X Week ( Monday, Wednesday and Friday) Cleaning



#### General Facility including: Admin office, Fairfax Hall and Social Center

- 1. Detail vacuum all carpet edges, corners, and beneath furniture.
- 2. Damp mop hard surface floors, including corners, edges, and under office furniture.
- 3. Dust window sills.
- 4. Dust picture frames.
- 5. Fully clean entrance door windows.

#### Spa/Gym/Aerobics/Recreation area/ Massage Room / Nail Room

- 1. High Dust ceiling corners and remove cobwebs, including ceiling fans and HVAC vents.
- 2. Wipe clean and dust all cardio equipment, pull up system, and weight racks at gym.
- 3. Dust picture frames.
- 4. Detail vacuum all carpet edges, corners, and beneath furniture/ equipment.
- 5. Sweep/dust mop all hard floor.
- 6. Damp mop all hard surface floors, including corners, edges, and under office furniture/ equipment.

#### 2 X Week (Monday and Friday) Cleaning

The Village Tavern, Chesapeake Grill and Oakroom

1. Dust all tables and chairs.

#### Every Other Week (Monday, Wednesday and Friday) Cleaning

#### Billiard/ Game Room

1. Dust area and vacuum all carpet areas including, corners, and beneath/underneath furniture.

#### Outdoor Smoking Areas

- 1. Empty all outside trash receptacles, replacing liners, and cigarette urns.
- 2. Dust all chairs and tables.

#### **Special Notes**

Service Providers to report any maintenance and/or security issues to the building manage
---

All trash liners to be furnished by the Client.	
All Restroom supplies (towels, tissue, hand soap) to be furnished by the Client.	Initial



## MONTHLY SERVICE PRICING

Quote 1: 7x Weekly Service

Initial	Frequency	Days Serviced	Time Window	<b>Monthly Price</b>
	7x Weekly	Sun, Mon-Sat	At 6:00 am	\$7,995.00

Initial



### SERVICE PROCUREMENT AGREEMENT

TROMII, Corp. d/b/a Anago® of Orlando ("Company") is a subfranchisor of Anago Franchising, Inc. and, as such, is in the business of procuring independently owned and operated franchise owners and contractors ("Service Providers") to provide its clients with maintenance and janitorial services under the trade name and operating style unique to the Anago® brand as described herein (the "Services"). Arlington Ridge Community Development ("Client") desires to contract with Company to arrange for Service Providers to provide the Services for Client's premises. In consideration of the foregoing, the covenants contained herein, and other valuable consideration, receipt and sufficiency of which are acknowledged, Company and Client agree as follows:

I. Company agrees to arrange for Service Providers to provide the Services as described herein, with each Service Provider to furnish all tools and equipment necessary to provide the Services as outlined in the Cleaning Specifications attached hereto and made a part hereof.

II. Company will require Service Providers to render the Services as described in the Cleaning Specifications to the areas listed in Area Specifications at the set frequency and days selected by Client in the Monthly Service Pricing and Specialty Service(s) sections, respectively. Holidays excluded shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

III. Client agrees to pay Company each month the total sum stated in attached Monthly Service Pricing. Payment shall be due on or before the TENTH day of each month for that month's Services. A late charge of 1.5% per month will be assessed on all invoices that are 30 days past due. Requests to adjust pricing to reflect additions to or deletions from the Services or for change in frequency of Services shall be made in writing and shall only be binding if signed by both parties. Upon prior written notice to Client, Company may increase the Monthly Service Pricing annually by a percentage not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal or to allow Service Providers to adhere to local wage regulations applicable to their employees.

IV. It is expressly agreed that Company, the Service Providers, and their respective employees and contractors will not, by virtue of providing the Services under this

Agreement, be employees of Client, but are independent contractors and no withholding of Social Security, Federal, or State Income Tax or other deductions shall be made from the sums agreed to be paid by Client to Company herein. All such payments are contract payments and not wages.

V. Client agrees that Company will have the sole discretion to select the Service Providers who will perform the Services. Client agrees that during the term of this Agreement and for 180 days after expiration or termination, it will not employ any Service Provider or any employee, agent, or associate of a Service Provider to perform the same or substantially the same type of Services. Company agrees that during the term of this Agreement and for 180 days after expiration or termination, it will not employ any employee, agent, or associate of Client. Client acknowledges and agrees that this Agreement may be assigned by Company to the Service Provider performing the Services, but, in that event, all payments to be made under this Agreement shall continue to be made to Company, as described herein, as the collection servicing agent of the Service Provider.

VI. The term of this Agreement shall be for one (1) year from the Service Commencement Date, and thereafter shall automatically be extended under the same terms and conditions for successive 1-year periods, unless either party gives written notice of non-renewal at least 60 days prior to expiration of the then-expiring term. Otherwise, Client may terminate this Agreement only for non-performance as set out herein. Before any such termination is effective, Client agrees to notify Company in writing of the non-performance items and to give Company fifteen (15) days to cure said items. If satisfaction is not achieved after the fifteenth day, Client must give Company a sixty (60) day written notice via certified mail with return receipt requested, stating the non-performance items.

VII. Client agrees and understands that it is impossible to determine the actual damages caused by its breach of this Agreement. Therefore, any amount due and owed under this Agreement for any remaining part of the term of this Agreement (as though the Agreement had not been terminated) shall be accelerated liquidated damages.

VIII. Client agrees not to withhold any portion of the monthly Agreement amount for any reason, unless prior written permission is obtained from Company, as the obligation to make payments hereunder is an independent obligation. In the event that enforcement of any obligation owed to Company, is placed in the hands of attorney for collection, compromise or any other action, Client agrees to pay the reasonable attorney's fees, cost and necessary disbursements, in addition to any other relief that may be granted.

IX. This Agreement will be governed by the laws of the state of Florida. The parties hereto submit to jurisdiction in Orange County, Florida state. All actions brought pursuant to this Agreement shall be brought in Orange County, Florida. The parties further agree to service of any action filed in Orange County, Florida, via certified mail.

By signing this agreement I represent and warrant that I am duly authorized and have the legal capacity to execute and deliver this agreement.

Company Representative	Authorized Client Representative	
Warehuler faction		
Maria Martinez	Lynn Hayes	Date
Master Owner	District Manager	



#### SPECIALTY SERVICES

Below are some of the many services our Franchisees offer in addition to regular janitorial maintenance





#### **High-Touch Disinfection**

Anago's franchise owners offer disinfection application for high-frequency touch areas such as doorknobs, light switches, elevator buttons, phones, and keyboards.



#### **Electrostatic Disinfection**

Our franchisees use hospital-grade, EPA approved cleaning products and a CDC compliant disinfection spray process to disinfect up to 99.9% of your workspace.



#### **Comprehensive Detail Cleaning**

Whether it's one specific area or your entire office that needs a thorough, indepth cleaning, Anago's franchisees can be there to get it done.



#### **Ceramic Tile & Grout Cleaning**

Our franchise owners are versed in the latest methods such as machine scrubbing and acid washing, for bringing back the luster to your ceramic tile and grout.



#### **Hard Surface Floor Care**

Our franchisees offer cleaning solutions for all types of hard surface flooring, such as vinyl composite tile, linoleum, concrete, and marble floors.



#### **Carpet Cleaning**

Our franchisees' professional carpet and upholstery cleaning services, such as spot cleaning, extraction, and bonnet cleaning help your facility maintain a clean image.



#### **Hardwood Floor Care**

Anago's franchise owners keep your hardwood floors looking great using specialized cleaning processes and commercial grade products to ensure superior durability.



#### **Emergency Services**

Anago's highly skilled janitorial franchise owners are available 24/7 for any emergency clean-up needed at your office, including water damage.



## SPECIALTY SERVICE(S)

Please select any of the Specialty Services you would like.

Initial	Service Type	Price <sup>‡</sup>
	Strip & Refinish Vinyl Floor	\$1,000.00 /srvc.
Initial	Service Description:	
	Apply floor stripper liberally to selected area. Then use a speed floor scrubber to remove all coats of wax.	an aggressive pad with a low-
	Wet Vac residue, then damp mop area with neutralizer a wax to the treated area.	nd once dry, apply 4 coats of
	More coats of finish can be applied as requested or reco price.	ommended for an additional
	NOTE: It is recommended to have this service performed depending on traffic and facility needs.	d at least once per year
•	<i>ible to remove and replace furniture and items from floor st hour plus an additional \$25.00 per hour thereafter will a</i>	_
Autho	rized Client Representative	
	Lynn Hayes District Manager	Date



## **SUMMARY**

ARLIRIDCOM 34748 Maria Martinez PID Control # Sales Rep

Lynn Hayes

Inframark - Arlington Ridge Community Development

4463 Arlington Ridge Blvd

Leesburg, FL 34748

C. (813) 528-6198

lynn.hayes@inframark.com



## **BILLING INFORMATION**

Billing Address				Same as above
Address 1				Address 2
City	State or	Province		Postal Code
Email Accounts Payable Contact				Same as above
Name				
Email		Phone  Cell  Wo	rk 🗆 Other	
EMERGENCY CONTACT		TAX EXE	MPT	
Name Sar	me as above	No Yes		
Phone Exter  □ Cell □ Work □ Other	nsion		If yes, please pro	ovide your Tax-Exemption number.
Email				
SERVICE COMMENCEMENT DATE				
Please enter the date you would like service	ce to begin		Please ensure the d	ate you select falls on one of the Days Serviced

## **Customized Service Plan and Proposal**

Prepared for:

## **Arlington Ridge Community Development District**

By: Jesse Neyer

Date: June 7, 2023



June 7, 2023

Arlington Ridge Community Development District Lynn M. Hayes 4463 Arlington Ridge Blvd LEESBURG, FL 34748 US

Dear Lynn M.,

Thank you for talking with me about your cleaning program and your business needs. I have created a proposal based on our discussion. Please review the attached documents to see exactly how the Coverall® Program will help your facility look and smell clean, and actually be a cleaner, healthier place for everyone.

Thank you again for the opportunity to present this customized Service Plan. The entire Coverall team looks forward to the next steps!

Sincerely,

Jesse Neyer

Jesse.Neyer@Coverall.com



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## **Coverall Service Plan**

The Coverall® Program has been customized to meet your requests and requirements for a clean, healthy work environment. The details of your Service Plan are documented below.

Company: Arlington Ridge Community Development District

 Phone:
 (813) 528-6198

 Contact:
 Lynn M. Hayes

Email: lynn.hayes@inframark.com

Address where service will be performed: 4463 Arlington Ridge Blvd

LEESBURG, FL 34748

US

Frequency of Regular Service: 7x per week

Total Cleanable Area: 22,136 square feet

#### Areas to be Serviced:

- · Administration Building
- Back Stage Hallway
- Billiards gameroom
- Breakroom
- Conference Room
- Entrance / Foyer
- Hallways
- Lexington
  - Spa/Gym/Recreation Area
- Massage room
- Offices
- Pool Area Trash Cans
- Security Guard Station
- Theatre Room

- Aerobics room
- Banquet Hall
- Blue Ridge Activities Center
- · card room
- · Copy Room / Area
- Fairfax Hall
- Ice Machine Hallway
- Lobby / Reception
- · Nail Room
- O'hara's
- Restrooms
- Social Center
- Theatre Snack Area

- Arts and Crafts Room
- Bar Area
- Bocce Ball Court area Restrooms
- Chatham's Cafe
- Dining Areas
- Fitness Center
- Kitchen Areas
- Locker Room
- Oak Room
- outdoor smoking area
- Saunas
- Supply / Storage
- Village Tavern

**Exclude:** 



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## Regular Services included in your Service Plan:

The following tasks will be included in your Service Plan and delivered by a trained and certified Coverall Franchised Business using the Coverall® Program.

#### **Dusting And Disinfecting**

INCLUDED TASKS	FREQUENCY
Damp Wipe and Disinfect Community Surfaces - Detail Clean Thoroughly dust and clean accessible community area fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units, window sills.	7x per week
Damp Wipe and Disinfect High Community Touch Points Clean and disinfect the community area high touch points such as light switches and door knobs. Fully clean both sides of main entrance glass doors.	7x per week
Counters, Sinks Clean and disinfect counters and sinks in areas other than the restrooms or kitchens.	7x per week
Damp Wipe and Disinfect Community & Personal Area Telephones  Damp wipe and disinfect desktop telephones in community areas and personal work spaces.	2x per week
Damp Wipe and Disinfect Drinking Fountains and Water Coolers  Damp wipe and disinfect exterior (outside) of drinking fountains and water coolers.	7x per week
High and Low Dusting Clean items up to 12 feet from the floor (high dusting), such as ceiling vents, light fixtures, high window sills and corners not cleaned as part of normal wiping; and items near floor (low dusting), such as vents, corners, outlets, baseboards, etc.	1x per month
Dust Vertical or Horizontal Blinds Dust or Vacuum vertical or horizontal blinds, not to exceed 12 feet from the floor, to remove dust and visible soil.	1x per month
Vacuum Furnishings or Wet Wipe Vacuum fabric-covered furnishings and or wet wipe other furniture to remove visible dust or soil.	1x per month

#### **Glass**

INCLUDED TASKS	FREQUENCY
Thoroughly Clean Internal Glass Thoroughly clean internal partition glass.	1x per week



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## Spot Clean Internal Glass Provide spot cleaning on internal partition glass. 6x per week

#### **Carpet And Floor Care**

INCLUDED TASKS	FREQUENCY
Wall-to-Wall Vacuum Carpet - Detail Clean Detail vacuum accessible carpeted areas with approved HEPA backpack units. Note: O'hara's - Billiards gameroom M-W-F (Biweekly)	3x per week
Wall-to-Wall Vacuum Carpet - Detail Clean Detail vacuum accessible carpeted areas with approved HEPA backpack units. Note: Village Tavern - Restaurant M and F	2x per week
Wall-to-Wall Vacuum Carpet - Detail Clean  Detail vacuum accessible carpeted areas with approved HEPA backpack units.  Note: Blue Ridge Activities Center 7 x week	7x per week
Wall-to-Wall Vacuum Carpet - Detail Clean  Detail vacuum accessible carpeted areas with approved HEPA backpack units.  Note: Administration Building M-W-F	3x per week
Wall-to-Wall Vacuum Carpet - Detail Clean  Detail vacuum accessible carpeted areas with approved HEPA backpack units.  Note: Fairfax Hall M-W-F	3x per week
Wall-to-Wall Vacuum Carpet - Detail Clean Detail vacuum accessible carpeted areas with approved HEPA backpack units. Note: Social Center M-W-F	3x per week
Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors  Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.  Note: Chatham's Cafe M-W-F	3x per week
Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors  Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.  Note: Lexington Spa / Gym / Recreation Area M-W-F	3x per week
Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors  Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.  Note: Social Center M-W-F	3x per week
Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors  Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.  Note: Administration Building M-W-F	3x per week
Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors  Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.  Note: Security Guard Station M-W-F	3x per week



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Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.  Note: Fairfax Hall M-W-F	3x per week
Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors  Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.  Note: Village Tavern - Restaurant - Bar Area 4 x week	4x per week
Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop. Note: Blue Ridge Activities Center 7 x week	7x per week
Damp Mop Hard Surface Floors - Detail Clean Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt. Note: Lexington Spa / Gym / Recreation Area M-W-F	3x per week
Damp Mop Hard Surface Floors - Detail Clean Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt. Note: Security Guard Station M-W-F	3x per week
Damp Mop Hard Surface Floors - Detail Clean Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt. Note: Chatham's Cafe M-W-F	3x per week
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Damp Mop Hard Surface Floors - Detail Clean  Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.  Note: Administration Building M-W-F	3x per week
Damp Mop Hard Surface Floors - Detail Clean Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt. Note: Fairfax Hall M-W-F	3x per week
Damp Mop Hard Surface Floors - Detail Clean Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt. Note: Social Center M-W-F	3x per week
Damp Mop Hard Surface Floors - Detail Clean Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt. Note: Village Tavern - Restaurant - Bar Area 4 x week	4x per week



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#### **Trash**

INCLUDED TASKS	FREQUENCY
Empty Cans and Remove Trash Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash regardless of the content, and its loss will not be the responsibility of the Coverall Franchised Business or Coverall.  Note: Including Pool Area Trash and outdoor smoking area	7x per week

#### **Kitchen Areas**

INCLUDED TASKS	FREQUENCY
Damp Wipe and Disinfect Counters, Tables and Sinks - Detail Clean Thoroughly damp wipe and disinfect counters, tables and sinks.	7x per week
Damp Wipe and Disinfect Refrigerator - Spot Clean Spot clean exterior (outside) of refrigerator to remove smudges and fingerprints.	1x per week
Empty Cans and Remove Trash Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash regardless of the content, and its loss will not be the responsibility of the Coverall Franchised Business or Coverall.	7x per week
Damp Wipe and Disinfect Microwave(s) Thoroughly damp wipe and disinfect inside and outside of microwave with all-purpose disinfectant cleaner to rinse food contact surfaces.	1x per week
Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.	7x per week
Damp Mop Hard Surface Floors - Detail Clean  Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.	7x per week



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#### **Restroom Service**

INCLUDED TASKS	FREQUENCY
Clean and Disinfect Restrooms Restroom Fixtures: Pre-spray, wipe and polish dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals, and counter tops. Restroom Walls: Clean accessible walls and toilet partitions to remove visible soil. Restroom Floors: Mop all floors using coded microfiber flat mopping system and disinfecting finished floor cleaner. Restroom Mirrors: Polish all chrome and mirrors. Restroom Supplies: Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products from customer inventory. Restroom Trash Removal: Empty trash cans, replace liners, spot clean receptacles as needed and take trash to designated area. Note: Heavy Focus on Suana in both locker rooms	7x per week
Clean and Disinfect Restrooms Restroom Fixtures: Pre-spray, wipe and polish dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals, and counter tops. Restroom Walls: Clean accessible walls and toilet partitions to remove visible soil. Restroom Floors: Mop all floors using coded microfiber flat mopping system and disinfecting finished floor cleaner. Restroom Mirrors: Polish all chrome and mirrors. Restroom Supplies: Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products from customer inventory. Restroom Trash Removal: Empty trash cans, replace liners, spot clean receptacles as needed and take trash to designated area. Note: Bocce Ball and Guard Station Restroom M-W-F	3x per week

## **Closing Task**

INCLUDED TASKS	FREQUENCY
Turn off lights as instructed	7x per week
Lock doors and windows as instructed	7x per week
Set alarms as instructed	7x per week
Clean and organize the janitor closet	7x per week



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## **Coverall Value Summary**

The technology behind cleaning has changed a lot in the last 5-10 years. Just making things look nice is not enough. The Coverall® Program goes much deeper to help improve the health and wellness of your facility by removing the maximum amount of dirt and germs at each cleaning.

Can you imagine what it will be like to have a cleaner, healthier work environment?

#### **Your Top Priorities:**

- 1. Floors
- 2. Restrooms
- Dusting

Monthly Service Price for your Coverall® Service Plan: \$7,379.00



#### CUSTOMIZED SERVICE PLAN

Includes detailed descriptions of tasks and frequencies to ensure optimal quality of clean, reliability and attention to detail.



#### A HEALTHIER CLEANING SYSTEM

The Coverall Core 4® Process uses advanced industry protocols to remove the maximum amount of dirt and germs at each service.



#### CUSTOMER SERVICE

A dedicated National Accounts
Manager is your go-to person for
quick communication and response.
Coverall's 24/7 customer service
provides support after hours.



#### CONSOLIDATED BILLING

One contract, one invoice, one cleaning program translate to less stress managing outsourced janitorial services across multiple locations.

Commercial cleaning services provided by an independently owned and operated Coverall Franchised Business



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Dear Lynn Hayes,

On behalf of JAN-PRO, it is our privilege to submit our cleaning and disinfecting proposal to you today. Like never before, the cleaning and disinfecting services we provide to our clients is important for the health and well-being of those we are fortunate enough to serve.

We hope that the proposal we have prepared for you will allow us to differentiate our service offering and highlight the benefits our customers receive when they decide to partner with us. As a brand, JAN-PRO is proud to partner with the over 35,000 business that entrust their businesses to us each night across the globe.

Our primary focus is to combine the knowledge and experience we have gathered in the over 25 years we have succeeded in business. Today, like no time in our company's history has what we do for our clients mattered more. As a result, we have developed and more importantly deploy a three-step process to deliver best in class services to our customers.

We call it the JAN-PRO Clean, Disinfect and Protect Program.

- JAN-PRO Clean: This will provide you a business specific and comprehensive cleaning schedule to ensure that all areas of your business have been properly cleaned through the month of service.
- JAN-PRO Disinfect: EnviroShield is our 360° disinfection process. We use our electrostatic spray machine that meet all of the CDC standards and guidelines for disinfecting utilizing an EPA Registered Disinfectant for protection against SARS-CoV-2 and other noted viruses/bacteria lurking around our workspaces. Whether we are helping our clients combat against the risks of the current pandemic or the common flu and cold, our EnviroShield solution and application process has you covered.
- JAN-PRO Protect: When you combine a comprehensive cleaning schedule with EnviroShield your business will be promoting a clean, healthy and protected environment that staff, customers or visitors will appreciate.

Whether you judge us by our reputation, the commitment of our franchise owners, our unique cleaning processes or our written service guarantee we hope that you will find JAN-PRO a worthy service partner for your organization.

Yours Sincerely,

Pamela Carter Director of Sales



## **ABOUT US**



At JAN-PRO, we mean clean.

owner-operators every time - guaranteed.

Trust JAN-PRO for a consistent clean from the same reliable



## THE RIGHT COMMERCIAL CLEANING PARTNER

# At JAN-PRO Cleaning & Disinfecting, our reputation sets us apart. We're proud of the relationships we've built and the accomplishments we've achieved:

- #1 Commercial Cleaning Franchise in 2021 for 13 straight years by Entrepreneur magazine
- · #1 Fastest-Growing Franchise in 2021 by Entrepreneur magazine
- · #2 Fastest-Growing Franchise in 2020 by Entrepreneur magazine
- Ranked as a Top Global Franchise in 2020 for 8 years in a row by Entrepreneur magazine
- Ranked as a Top 200 Franchise in 2018 and for 9 years by Franchise Business Review magazine
- . Top 100 Global Franchises for 2018 by Franchise Direct
- Ranked as a Top Franchise for Veterans in 2020 by Entrepreneur magazine

## JAN-PRO Systems International was founded in 1991 by a veteran. We created our VetConnection<sup>SM</sup> program to serve those who have served our country:

- The VetConnection<sup>SM</sup> program is the 1st franchise commercial cleaning program designed specifically around veterans' needs, including veteran discounts and additional incentives on equipment and supplies.
- The VetConnection<sup>SM</sup> program helps put veterans in business where they can apply their team skills and other disciplines.

# As a leader in our industry, we're committed to advancing the leaders of tomorrow through the JAN-PRO Your Family First Scholarship® program:

- The JAN-PRO Your Family First Scholarship® program has awarded over \$350,000 in scholarships to almost 250 students.
- Through our partnership with Scholarship America, the nation's leading nonprofit scholarship and educational support organization, we help fund college tuition for eligible JAN-PRO Systems International candidates.





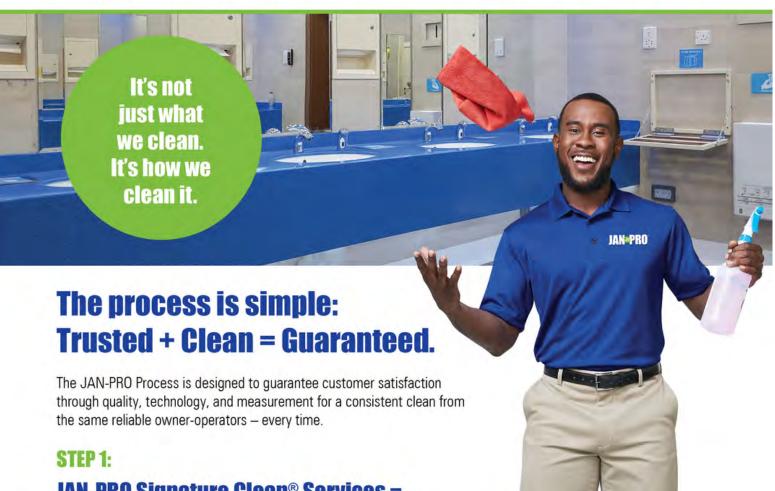








## **OUR PROCESS**



## JAN-PRO Signature Clean® Services = Quality Commitment

Every JAN-PRO professional goes through the most in-depth certification in the industry, ours.

#### Our 5-week certification program includes:

- How to work safely in public areas
- · How to maintain bacteria-free surfaces
- How to work faster & greener
- · How to dust offices without disturbing them
- · The importance of chemical dwell time
- · Treatments for hard floors
- Thorough carpet-cleaning techniques
- OSHA safety protocols

Our owner-operators are uniformed, bonded, and insured — so you can trust us to get the job done safely and professionally.



## **OUR PROCESS**

### STEP 2:

## JAN-PRO Technics® Technology = Quality Delivered

The JAN-PRO Technics® technology is the science behind our services. We deliver quality using the most advanced products and equipment, including:

- Hospital-strength disinfectants for the broadest kill range of surface bacteria
- HEPA-rated backpack vacuums that filter out 99.9% of particles from the air
- Microfiber cloths and mops that trap dirt more efficiently and effectively
- Eco-friendly cleaning chemicals that cover a greater area while using less product
- · The best safety equipment available

#### STEP 3:

## JAN-PRO Tracker® Inspections = Quality Measured

We mean clean – but it's only clean when we confirm it's clean. With our JAN-PRO Tracker® inspections, we routinely check our work and benchmark our results:

- First, we assess your cleaning needs and decide where to focus our expertise.
- After the initial period (usually 30 days), a JAN-PRO field service consultant inspects your property using our 50-point checklist – so no spot, nook, or cranny is overlooked.
- Adjustments are made if needed, and the inspections continue on a regular schedule.





## **OUR GUARANTEE**





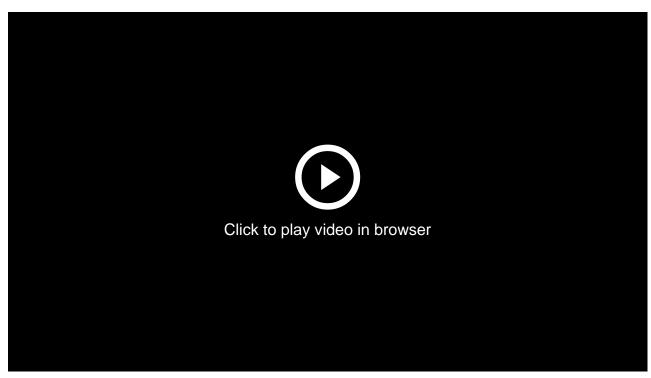
## **ENVIROSHIELD®**

# Put JAN-PRO's EnviroShield® system to work for you!

At JAN-PRO Cleaning & Disinfecting, we've paved the way in commercial cleaning since 1991 – thanks in part to innovative technology like our proprietary EnviroShield® system which provides disinfection with an eco-friendly, hospital-grade disinfectant that other systems can't reach.



For more information on cleaning and disinfecting check out our spotlight video!





#### How It Works

- The EnviroShield® system uses a disinfectant that is EPA-rated as the safest in its class while being powerful enough to kill 99.9% of harmful bacteria, viruses, and fungi.
- EnviroShield® equipment features an electrostatic nozzle designed for specific areas and applications.
- Electrostatic technology applies a positive charge to microscopic droplets, ensuring 100% surface contact.
- The positive charge causes the disinfectant to cling to and fully cover every surface it touches – thus providing disinfection.

### Why It Works

- EnviroShield®'s disinfectant is safe enough for everyday use and won't cause skin, eye, or respiratory issues when used as directed.
- It is environmentally-friendly, and won't leave behind any residue or odor.
- The unique sprayer allows us to treat areas and surfaces other cleaning systems can't reach.



60% of illnesses that result in absence from work are contracted from equipment in the office.



The level of bacteria on an elevator button is 3x higher than the amount found on public toilet seats.



Desks are 100x less hygienic than the average kitchen table yet 60% eat at their desk.

The typical worker's hands come in contact with 10 million bacteria per day. JAN-PRO's EnviroShield® system protects you from 99.9% of them.



32% of people admit to not washing their hands after using the restroom.



Touching a hand rail is like shaking hands with 10,000 people.



Nearly 22 million school days are lost each year due to the common cold.





#### **JANITORIAL SCOPE OF SERVICES**

Facility: Arlington Ridge Community Development District

Type of Facility: Community Public Areas

**Equipment/Supplies:** All equipment and supplies necessary to perform the service that will be furnished by janitorial services vendor.

Days/Hours of Service: Morning time janitorial service seven times per week (Monday through Sunday).

#### **Administration Office Building and Guard House:**

#### Daily:

All trash receptacles emptied and trash removed to designated area; all floors swept; outside main entrance swept; water fountain shined and cleaned; entrance glass doors cleaned; kitchen cleaned, including all countertops and surfaces; restrooms cleaned, shined and disinfected.

#### Weekly:

All floors dusted, vacuumed and mopped.

#### Fairfax Hall:

#### Daily:

Restrooms; Toilets shined and disinfected; vanities and all surfaces disinfected; all trash receptacles emptied and trash removed to designated area; floors swept and mopped.

Lobby and Hallways: Water fountain cleaned and shined; glass doors cleaned.

Main Halls: All trash receptacles emptied and trash removed to designated area.

#### Weekly:

All floors dusted, vacuumed, and mopped.

#### Billiard/Game Room:

#### Biweekly:

Area dusted and vacuumed.

#### Outdoor Smoking Area:

#### Biweekly:

All trash receptacles emptied and trash removed to designated area; ash trays emptied; chairs and tables dusted and cleaned.

#### Security Guard Station:

#### Weekly:

All trash receptacles emptied and trash removed to designated area; consumables refilled; glass cleaned; restroom cleaned and disinfected.



#### Social Center:

#### Daily:

Restrooms cleaned, shined, and disinfected; restroom consumables refilled; all floors swept and mopped; all fixtures and partitions dusted; water fountain cleaned and shined; glass entrance cleaned; main entrance swept.

Arts and Crafts Room: All trash receptacles emptied and trash removed to designated area; sinks cleaned and shined, consumables refilled, chairs arranged and organized.

Card Room: All trash receptacles emptied and trash removed to designated area.

Movie Theatre: All trash receptacles emptied and trash removed to designated area.

#### Weekly:

Arts and Crafts Room and Movie Theatre: Area dusted and floors vacuumed.

Library and Card Room: Floors vacuumed, swept and mopped.

#### **Tennis Court Area:**

#### Weekly:

Restrooms dusted, swept, mopped, cleaned and disinfected.

#### Lexington Spa/Gym/Recreation Area:

#### Daily:

Spa/Restrooms: All trash receptacles emptied and trash removed to designated area; soap and consumables refilled; showers scrubbed, cleaned and disinfected; floors swept and mopped, water fountains cleaned and shined.

Gym: All trash receptacles emptied and trash removed to designated area; soap and consumables refilled.

Massage Room: All trash receptacles emptied and trash removed to designated area.

Hallways: All trash receptacles emptied and trash removed to designated area; entrance glass doors cleaned; entrances dusted and swept.

Pool Area: All trash receptacles emptied and trash removed to designated area; water fountains shined and cleaned.

#### Weekly:

Gym: All equipment, fans, and vents cleaned and dusted; any spider webs cleaned and removed; floors vacuumed.

Aerobics Room: Floors vacuumed, swept and mopped.

Massage Room: Room dusted; floors vacuumed, swept and mopped.

Hallways: All pictures dusted and glass cleaned; floors vacuumed, swept and mopped; area dusted; spider webs removed outside entrances.



#### Restaurant:

#### Daily:

Restroom: Trash receptacles emptied and trash removed to designated area; consumables and soap refilled; stainless steel fixtures cleaned, disinfected, and shined; mirrors cleaned; toilets and sinks cleaned and disinfected; floors swept and mopped; partitions and counter space cleaned and dusted.

Hallway: Swept and mopped.

Water Fountains: Cleaned, disinfected and shined.

#### Monday/Friday:

All chairs and tables cleaned and dusted; all floors vacuumed; bar area swept and mopped; all glass doors cleaned.

Other:

VCT FLOORS TO BE DONE TWICE PER YEAR.

SPECIAL EVENTS SET UP AND CLEANED UP PER REQUEST.

BRAC:

Daily:

All trash receptacles emptied and trash removed to designated area; all floors swept; outside main entrance swept; water fountain shined and cleaned; entrance glass doors cleaned; kitchen cleaned, including all countertops and surfaces; restrooms cleaned, shined and disinfected.

Weekly:

All floors dusted, vacuumed and mopped.



- 1. This Agreement is made with Arlington Ridge Community Development District ("CLIENT"), for the purposes of outlining the general terms and conditions under which the <u>Jan-Pro Cleaning & Disinfecting</u> business ("SERVICE PROVIDER") will provide services to CLIENT at the location identified in Exhibit A of this Agreement. SERVICE PROVIDER is the certified franchise business owner authorized to provide services under the Jan-Pro Cleaning & Disinfecting Brand identified by the Service Coordinator. SERVICE PROVIDER has contracted with Service Coordinator to provide certain administrative and support services, including invoicing and collection for services provided by SERVICE PROVIDER, and other account coordination services.
- 2. <u>Services</u>. SERVICE PROVIDER will provide the recurring services requested by CLIENT per the cleaning schedule and at the frequencies requested by CLIENT as set forth in Exhibit A. SERVICE PROVIDER may provide additional services on a per occurrence basis upon CLIENT request at rates set forth in this Agreement or otherwise negotiated.
- 3. <u>Supplies</u>. SERVICE PROVIDER will provide all tools and equipment, as well as all chemicals, cleaning supplies and labor to perform the services requested by CLIENT. SERVICE PROVIDER will supervise its own personnel and follow the reasonable and lawful cleaning requirements of CLIENT for any specific matters that need to be addressed at the cleaning site. CLIENT will provide all kitchen and/or restroom paper products, hand soap, trash can liners, and other consumables.
- 4. Payment Terms. Client will be invoiced at the beginning of each month for the recurring janitorial services, with payment terms at net 30 days. All additional services are invoiced as incurred, with payment terms at net 15 days. A finance charge of 1.5% per month (minimum \$15.00) will be assessed on all delinquent accounts over 60 days. SERVICE PROVIDER hereby directs that CLIENT pay invoices for services delivered by SERVICE PROVIDER to Service Coordinator.
- 5. <u>Term of Agreement</u>. This Agreement begins on the first date of service specified in Exhibit A and continues for a period of one year. This Agreement automatically renews for a period of one year at the end of the then current term, unless either party gives written notice of non-renewal at least 30 days before the expiration date.
- 6. <u>Service Excellence</u>. Service Provider has contracted with Service Coordinator to facilitate communication of service-related issues to Service Provider and Service Coordinator also monitors service related issues for the purpose of ensuring protection of the Jan-Pro Cleaning & Disinfecting brand and adherence to brand standards for use of the brand.
- 7. <u>Termination and Transfer of Services.</u> This Agreement may be terminated by CLIENT for non-performance of services only. CLIENT must provide written notice specifying in detail the nature of any non-performance. SERVICE PROVIDER will have 5 working days to cure a specific issue. If SERVICE PROVIDER is unable to cure, CLIENT may request in writing to Service Coordinator (with a copy to SERVICE PROVIDER) that the Service Coordinator find a replacement SERVICE PROVIDER. Service Coordinator will work with the Service Provider and Client to transfer the account to a new Service Provider. If despite these efforts, CLIENT elects to terminate for non-performance, CLIENT will notify the SERVICE PROVIDER and the Service Coordinator in writing and this Agreement will terminate 30 days after the date of the notice.
- 8. <u>Solicitation</u>. **CLIENT** agrees that during the term of this Agreement and for 90 days after the termination of this Agreement, Client will not solicit for services or employment (whether directly or indirectly) any Service Provider owner or employee of Service Provider who provided services to Client hereunder or any employee of Service Coordinator, unless services are provided under the Jan-Pro Cleaning & Disinfecting brand.
- 9. Payment Default. If CLIENT fails to make payment under this Agreement, the Service Coordinator will provide written notice of delinquency to CLIENT, and CLIENT shall have 10 days from the date of such notice to remit all outstanding balances, after which time, the SERVICE PROVIDER may suspend or terminate services for non-payment without further notice. Suspension or termination on such grounds shall not relieve CLIENT of its obligation to pay for services rendered up to and including the date of suspension or termination. If CLIENT breaches this Agreement by non-payment, CLIENT shall be responsible for reimbursing SERVICE PROVIDER for all costs of enforcing CLIENT's obligations hereunder, including without limitation, lost profits and/or revenues, costs and expenses of collection, reasonable attorney fees, paralegal fees, and collection agency fees, if any. SERVICE PROVIDER may contract with Service Coordinator to provide collection services, the fees for which CLIENT will be responsible for as set forth above.

- 10. Holidays. CLIENT agrees that it will not require services of SERVICE PROVIDER on certain federally recognized holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas; provided however, that if CLIENT requests SERVICE PROVIDER to provide services on such holidays, SERVICE PROVIDER has the sole discretion as to whether SERVICE PROVIDER and/or its employees will provide services on such holidays or an alternate day, without any claim of breach hereunder if SERVICE PROVIDER declines. SERVICE PROVIDER may require an additional fee to provide services on such holidays.
- 11. <u>Insurance</u>. **CLIENT'S** insurance requirements shall be satisfied by way of **SERVICE PROVIDER** maintaining commercial general liability insurance of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, workers' compensation insurance of \$1,000,000, and janitorial bonding of \$50,000.
- 12. <u>Limitation of Damages</u>. In no event shall either party, or its directors, employees, partners, agents, suppliers, franchisor or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from the services provided by Service Provider or the conduct of Service Provider. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SERVICE PROVIDER, ARISING OUT OF OR RELATING TO THE CLIENT"S RECEIPT OF THE SERVICES TO BE PROVIDED HEREIN EXCEED ANY COMPENSATION CLIENT PAID TO SERVICE PROVIDER (OR ITS DESIGNEE INCLUDING SERVICE COORDINATOR) FOR PROVIDING THE SERVICES DESCRIBED HEREIN DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM.
- 13. <u>Choice of Law.</u> **CLIENT** and **SERVICE PROVIDER** mutually agree that this Agreement shall be interpreted under the laws of the State of Florida, and that any civil action regarding this Agreement (be it filed by **CLIENT** or **SERVICE PROVIDER**) shall only be filed in the District or Circuit Courts of Orange County, Florida.
- 14. Entire Agreement. SERVICE PROVIDER and CLIENT agree that this Agreement constitutes the full, complete, and entire understanding and agreement among them concerning their obligations and related matters discussed herein, and supersedes any and all prior negotiations, understandings or agreements. Except as otherwise specifically provided herein, any and all prior understandings and agreements between SERVICE PROVIDER and CLIENT, with respect to the subject matter of this Agreement, are merged into this Agreement.

CLIENT and SERVICE PROVIDER agree to the terms of this Janitorial Service Agreement.

Arlington Ridge Community Development District	Jan-Pro of Central Florida	
	Signed:	
Signed:	Print:	
Print:	Title:	
Title:	Date:	
Date:		

### **PRICING AGREEMENT:**



CLIENT:

Arlington Ridge Community Development District

**CLEANING LOCATION:** 

4463 Arlington Ridge Boulevard,,

Leesburg, Florida. 34748

Description	Subtotal Per Month
Administration Office Building and Guard House:	\$1,062
7 Times Per Week	
Fairfax Hall:	\$1,866
7 Times Per Week	
Billiards/Game Room:	\$140
Bi-Weekly	
Lexington:	\$2,505
7 Times Per Week	
Chatham's Coffee Shop:	\$304
7 Times Per Week	
Social Center:	\$1,328
7 Times Per Week	
Chesapeake Bay Grill:	\$1,138
7 Times Per Week	
BRAC:	\$948
7 Times Per Week	
Subtotal Per Month	\$9,291
est. County Sales Tax (7.0%)	\$650.37
Total Per Month	\$9,941.37

Payments: JAN-PRO accepts check, ACH and all major credit cards. Credit card payments will require an additional 4% convenience fee.

NOTE: Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.

HOLIDAYS (Days not serviced): New Year's, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day

By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.

Arlington Ridge Community Development

District
Sign:

Print:

Title:

Date:

JP Orlando, LLC. dba JAN-PRO of Central Florida
Sign:

Frint:

Title:

Date:



## **SPECIAL SERVICES:**

**CLIENT:** 

Arlington Ridge Community Development District

CLEANING LOCATION: 4463 Arlington Ridge Boulevard,,

Leesburg, Florida. 34748

Description	Subtotal Per SF/ Service
☐ Strip and Wax: As Needed Price Per SF.	\$0.55
Does not include state sales tax in subtotal	
Total	\$0

NOTE: Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.

HOLIDAYS (Days not serviced): New Year's, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day

Payments: A 50% Deposit may be required for any one time services. JAN-PRO accepts check, ACH and all major credit cards. Credit card payments will require an additional 4% convenience fee.

By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.

Arlington Ridge Community Development District	JP Orlando, LLC. dba JAN-PRO of Central Florida
Sign:	Sign:
Print:	Print:
Title:	Title:
Date:	Date:

## AGREEMENT FOR PEST CONTROL SERVICES BETWEEN ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT AND RENTOKIL NORTH AMERICA, INC. D/B/A FLORIDA PEST CONTROL

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between:

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Leesburg, Florida, and with a mailing address of c/o Inframark, Infrastructure Management Services, 313 Campus Street, Celebration, Florida 34747 (the "**District**"), and

**RENTOKIL NORTH AMERICA, INC.** D/B/A FLORIDA PEST CONTROL, a Pennsylvania corporation authorized to do business in Florida, with a mailing address of P.O. Box 13848, Reading, Pennsylvania 19612 ("Contractor" and together with the District, the "Parties").

#### **RECITALS**

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and located in Lake County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District owns, operates and/or maintains certain buildings and Restaurant associated with the following street address: 4467 Arlington Ridge Boulevard, Leesburg, Florida 34748 (the "**Restaurant**"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide pest control services for the Restaurant; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide pest control services and has agreed to provide to the District those services identified in **Exhibit** A, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

#### SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- **A.** The District desires that the Contractor provide professional pest control services within presently accepted standards, and as more specifically identified in **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- **B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to ensure completion of the Services.
- C. Contractor shall solely be responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
- **D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- **SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- **B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Exhibit A** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret, and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
  - (1) The District hereby designates the District Manager to act as its

#### representative.

- Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- **D.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

#### SECTION 4. COMPENSATION; TERM.

- A. The District agrees to pay the Contractor a one-time lump sum payment of Ninety-Three Dollars and 00/100 (\$93.00) as an initial service charge. Thereafter, as compensation for the Services described in this Agreement, the District agrees to pay the Contractor Forty-Eight Dollars and 00/100 (\$48.00) per month for an annual total of Five Hundred Seventy-Six Dollars and 00/100 (\$576.00). The term of this Agreement shall be from the day and year first written above, through September 30, 2023, unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement shall automatically renew annually, up to four (4) additional renewals. Any renewal, including any change in scope or price, shall be evidence by a written addendum, amendment, or a change order to this Agreement, fully executed by both Parties.
- **B.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- **D.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the

Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

#### SECTION 5. INSURANCE.

- **A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
  - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
  - (5) Employee Fidelity Insurance of at least \$500,000
- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that

required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### SECTION 6. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 7. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

- **SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.
- SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
- **SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- **SECTION 18. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.
- **SECTION 20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.
- **SECTION 21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.
- **SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses as follows:
  - A. If to the District:

    Arlington Ridge Community Development District c/o Inframark, LLC
    313 Campus Street

Celebration, Florida 34747 Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC

> 2016 Delta Boulevard, Suite 101 Tallahassee, Florida 32303

Attn: District Counsel

**B.** If to the Contractor: Rentokil North America, Inc.

d/b/a Florida Pest Control

P.O. Box 13848

Reading, Pennsylvania 19612

Attn:

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Lake County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Sandra DeMarco ("Public Records Custodian"). Among other requirements

and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement's term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 282-0081, PUBLICRECORDS@INFRAMARK.COM, OR 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071.

**SECTION 26. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 27. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 28. ELECTRONIC SIGNATURES; COUNTERPARTS.** This instrument may be executed by electronic signatures of the parties, and may be signed in any number of counterparts, each of which, when executed and delivered, shall constitute an original; however, all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 29. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of

Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[Signature page follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT
Chair/Vice-Chair, Board of Supervisors
RENTOKIL NORTH AMERICA, INC. D/B/A FLORIDA PEST CONTROL, a Florida corporation
By:
Its:

**Exhibit A:** Contractor's Proposal

# Exhibit A Contractor's Proposal



#### SERVICE SUMMARY



# Campbell, Jason W. 352-571-0181

j.campbell@flapest.com

District:839

District License: JB293290

2334 Montclair Rd. Leesburg, FL 34748

877.339.1902 https://www.flapest.com

# THANK YOU!

We look forward to protecting your home and family.

#### **Customer Information**

SERVICE ADDRESS

**Arlington Ridge Resturant** 

4460 Arlington Ridge Blvd,

Leesburg, FL, 34748

407-721-4238

**BILLING ADDRESS** 

**Arlington Ridge Resturant** 

4460 Arlington Ridge Blvd,

Leesburg, FL, 34748

407-721-4238

 $fbruno@arlingtonridgegolfclub.com\\ fbruno@arlingtonridgegolfclub.com\\$ 

#### **Service Description**

PestFree365+ with 1 Svc Trip

Corrective

Monthly Value: \$48.00

Job Value: \$93

Structure: Commercial Building

Service instructions: Number of trap checks needed = 0, Job scheduled

time = 08:00 AM, Payment type = none

Is payment collected? = No

Other instructions = Monthly pest control for Arlington Ridge

restaurant. Bill-To: Arlington Ridgegolf Course 4460 Arlington Ridge

Blvd Leesburg, FL 34748-1224

#### **Summary Of Charges**

Initial service charge

\$ 93



Inframark, LLC 313 Campus Street, Celebration, FL 34747

Phone: 407-566-1935

Date 05/08/2023 Work Order # WOAG05082023

Customer ID Arlington Ridge CDD

Quotation For

Arlington Ridge CDD

Quotation valid until: 06/30/2023 Prepared by Freddy Blanco

## Work order for sidewalk build

Quantity	Description	Unit Price	Taxable?	Amount
	Work order for sidewalk build at Heritage Trail and Hopewell pass (6x5)		No	\$ 720.00
	Quote includes labor and materials			

Full payment due within 30 days of finalizing project.		Subtotal	\$	720.00
If you have any questions concerning this quotation, please contact Freddy Bla		Tax Rate		0.00%
Freddy.Blanco@inframark.com	<b>-</b> 407-947-2489	Sales Tax	\$	-
Thank you for your business!		Other		
4				
Approved By:		TOT	AL	720.00





# www.lakevotes.gov

1898 E. Burleigh Blvd. ● P.O. Box 457 ● Tavares, FL 32778 P 352-343-9734 F 352-343-3605 E Hays@lakevotes.gov

May 9, 2023

Brenda Burgess, Project Manager Inframark, LLC 313 Campus Street Celebration FL 34747

Re: District Counts

The number of registered voters within the Arlington Ridge Community Development District as of April 15, 2023 is 1,778.

If we may be of further assistance, please contact this office.

Sincerely,

D. Alan Hays

Lake County Supervisor of Elections

D. alan Hays

# MINUTES OF MEETING ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Arlington Ridge Community Development District was held Thursday, May 18, 2023, at 2:00 p.m. at Fairfax Hall, 4475 Arlington Ridge Boulevard, Leesburg, Florida 34748.

Present and constituting a quorum were the following:

Robert Hoover Chairman
Ted Kostich Vice Chairman
Bill Middlemiss Assistant Secretary
Claire Murphy Assistant Secretary
James Piersall Assistant Secretary

Also present, either in person or via Zoom Video Communications, were the following:

Angel Montagna Manager: Inframark, Management Services

Jennifer Kilinski Attorney: Kilinski Van Wyk
Meredith Hammock Attorney: Kilinski Van Wyk
David Hamstra Engineer: Pegasus Engineering

Frank Bruno General Manager: Golf, Food & Beverage

Brenda Burgess Inframark, Management Services
Lynn Hayes Inframark, Management Services
Brett Perez Inframark, Management Services
Dan Zimmer Vice President of Operations, Troon

Residents and Members of the Public

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

# FIRST ORDER OF BUSINESS Call to Order and Roll Call

Ms. Montagna called the meeting to order at 2:00 p.m.

Ms. Montagna called the roll and indicated a quorum was present for the meeting.

#### SECOND ORDER OF BUSINESS Pledge of Allegiance

Mr. Hoover led the *Pledge of Allegiance*.

#### THIRD ORDER OF BUSINESS Audience Comments

Ms. Montagna indicated each member of the public has three minutes to speak, and commented on communication circulating from residents to governmental entities regarding the Roanoke berm not correct since the Board has not made any decisions.

A Resident (Lot 940) commented on the Roanoke berm, and expressed concerns from other residents regarding berm access.

A Resident (Lot 939) commented on proposed budget, difference in revenues due to subsidizing the restaurant, and golf course monies should be subsidizing the restaurant.

A Resident (Lot 468) commented on the Roanoke berm related to insurance issues due to accidents or injuries, and claims history.

A Resident (Lot 404) commented on the Eagles, no need for a shortcut or access over the berm, and asked the Board to address the issue.

A Resident (Lot 416) commented on issues at the guardhouse with a homeless man and the tattered flag.

A Resident (Lot 793) commented on proposed rule change at the golf course whereby he cannot use his own golf cart and other requirements.

A Resident (Lot 616) commented on the responsibility for the District, condition of the golf course, suggestion to look for new golf management company prior to the expiration of the Indigo contract, and lack of responsiveness.

A Resident (Lot 330) expressed concerns over the RV lot, improvements, users want to be able to participate in changes and improvements, RV monies collected and shown separately on the budget, and a petition previously circulated.

A Resident (Lot 939) expressed concerns regarding the golf cart path, people causing damage should pay for it, previous experience and challenges with an automated guard, back gate is currently open because it is not working properly, and lack of confidence with Inframark managing automated gates.

A Resident commented on a letter referencing the restaurant, felt the letter was directed at her, and requested residents address issues directly.

A Resident commented she does not use the access over the berm, suggested access to the Eagles be moved, and residents retaliating against other residents.

A Resident commented on the berm and the purpose it serves.

A Resident (Lot 764) commented on work being done on golf carts.

A Resident (Lot 604) commented on the Roanoke berm, something needs to be done, people trashing her and her husband (Mr. and Mrs. Kostich), people taking dogs over the berm, and residents disagreeing with their position on the berm.

A Resident (Lot 908) thanked the Board for their service, getting the pools cleaned, requested a new pool vendor, and separating the restaurant from the golf course.

A Resident (Lot 86) commented on the Roanoke berm, golf carts crossing on the berm, previous motion of no further action related to the berm, residents who contacted St. Johns Water Management District ("SJRWMD"), access permitted from the Eagles

and the District, golf course operations and restaurant losses, and requested the Board address the issues quickly such as a silt fence.

# FOURTH ORDER OF BUSINESS Staff Reports

#### A. District Counsel

There being nothing to report, the next item followed.

# B. Engineer

#### i. Roanoke Berm/St. Johns River Water Management District Matter

Mr. Hamstra reviewed the letter issued from SJRWMD related to stormwater issues, requested two-week extension to report resolution to SJRWMD, and presented options (1) close to access with 300 linear foot fence at a total cost of \$150,000 to \$200,000, or (2) keep safe and stabilized access to the Eagles at a total cost of \$55,000 to \$60,000.

Discussion ensued regarding the options presented, if portions of the options will resolve the issue, closing out the violation, pond berm and landscape berm, minimal access option is \$7,000, installing a barrier, possible solution for \$30,000, real issue is crossing the berm, message to community from staff regarding the effects of residential activities crossing the berm, and a fence should be the last option if nothing else works.

Mr. Middlemiss made a MOTION to approve closing off the berm to prohibit access to the Eagles.

Ms. Murphy seconded the motion.

Further discussion ensued regarding support for the motion, get the berm into compliance, inform residents continued access will not be tolerated, repair of the berm is the first step, and desire to address the issue once and for all.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to close off the berm to prohibit access to the Eagles.

Mr. Middlemiss made a MOTION to approve making necessary repairs to the landscape berm and pond berm to comply with SJRWMD, installing a split-rail fence from Roanoke Drive to the cul-de-sac, adding plantings on top of the berm to fill it in, and correcting the irrigation.

Mr. Hoover seconded the motion.

Further discussion ensued regarding recommendations from the engineer, requirements for irrigation depending on the solution, and a request to split the motion and take out installing the fence.

Upon VOICE VOTE, with Middlemiss, Murphy, and Hoover in favor, and Mr. Piersall and Mr. Kostich opposed, approval was given (by a margin of 3-2) to make necessary repairs to the landscape berm and pond berm to comply with SJRWMD, install a split-rail fence from Roanoke Drive to the cul-de-sac, add plantings on top of the berm to fill it in, and correct the irrigation.

#### C. District Manager

Discussion ensued regarding the office being closed to foot traffic on Mondays temporarily, and staff continues to work full-time hours.

# D. Field Manager

#### i. Monthly Report

The monthly field report was included in the agenda package and is available for review in the local records office and the District Office during normal business hours.

Discussion ensued regarding the display room needing cabinets and mirrors.

Mr. Middlemiss made a MOTION to approve installing cabinets and mirrors in the display room.

Mr. Hoover seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to install cabinets and mirrors in the display room.

Discussion ensued regarding card tables, gravel in the RV lot, mulch, pine straw, renovation and declaring surplus property for the Blue Ridge Activity Center, and trailers to be removed.

#### ii. Floralawn Inspections and Reports

The monthly inspection and reports were included in the agenda package and are available for review in the local records office and the District Office during normal business hours.

#### **E.** Community Director

There being nothing to report, the next item followed.

#### F. General Manager: Golf, and Food & Beverage

#### i. Monthly Report

The monthly report was included in the agenda package and is available for review in the local records office and the District Office during normal business hours.

Discussion ensued regarding golf course being closed on Tuesdays, upcoming projects and herbicide/pest control applications, March financials, financing the lease-purchase of golf carts, and personnel.

#### ii. Proposal for Replacement Range Picker

Discussion ensued regarding range picker versus range tracker.

Ms. Murphy made a MOTION to approve the proposal from Yamaha to purchase the range picker, in the amount of \$13,349, funded from golf course profits.

Mr. Middlemiss seconded the motion.

Discussion ensued regarding golf course profits of approximately \$60,000, year for golf course profits not identified because the amount is unknown for the current fiscal year, only one estimate provided which is the same vendor as the golf carts, and additional quotes can be provided but experience shows the dollars will be the same.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to the proposal from Yamaha to purchase the range picker, in the amount of \$13,349, funded from golf course profits.

The meeting recessed at 4:03 p.m. The meeting resumed at 4:17 p.m.

#### FIFTH ORDER OF BUSINESS

#### **Business Items**

#### A. Discussion of Preliminary Budget for Fiscal Year 2024

Discussion ensued regarding continued conversations with staff regarding changed format, desire for a budget workshop prior to the June 15 meeting, deadline to approve the budget and set the public hearing, provide information to residents in addition to the legal letter if assessments are increased, defer discussion to a workshop in June, professional staff not needed to attend the workshop, and tentative budget workshop date set for Monday, June 12, at 9:00 a.m.

#### **B.** Liaison Role Reinstatement

Discussion ensued regarding support and opposition to reinstate liaison roles, preference to let Inframark manage the contracts and vendors, challenges if management

staff is not aware of issues, and Board members should bring issues to the attention of management staff but not handle it themselves.

This item will be tabled until the August meeting.

## C. Security Options and Proposals

Discussion ensued regarding the proposed dollars impact on the budget, request for how non-resident scenarios work, hybrid approach to man the guardhouse half the day and automated the other 12 hours, 24.7% rate increase requested from Allied Universal, 3% increase is reasonable, post orders, and request for staff to renegotiate the increase.

#### **D.** Discussion of Indigo Contract

This item not being discussed, the next order of business followed.

# SIXTH ORDER OF BUSINESS Consent Agenda

# A. Minutes from the Workshop on April 13, 2023, and the Regular Meeting on April 20, 2023

The minutes were included in the agenda package, available for review in the local records office and the District Office during normal business hours.

Ms. Murphy reviewed changes to the April 20 minutes.

Ms. Murphy made a MOTION to accept the minutes, as amended.

Mr. Kostich seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to accept the minutes, as amended.

#### **B.** Financial Statements

The financials were included in the agenda package, available for review in the local records office and the District Office during normal business hours.

Discussion ensued regarding RV lot income seems to be lower than anticipated, process if residents have not paid their fees, Supervisor fees for workshops, over budget for attorney fees, engineering fees, clarification of miscellaneous expense line item, subscriptions, repairs and maintenance over budget, pool signs, sign on the RV gate, reclassifications to be made for the RV lot and the pools, special events and activity groups, cost-benefit analysis for special events, mold remediation coded to reserves until insurance monies received, Blue Ridge Activity Center, other budget overages and underages, and monies billed for litigation matters.

The Board requested a report for the RV lot showing number of occupied spaces, number of spaces paid in full, number that pay monthly, and number that have not paid.

Ms. Murphy and Ms. Montagna will meet to discuss the proposed fiscal year 2024 budget and prepare version 2 of the budget layout.

## C. Invoices and Check Register

The invoices and check register were included in the agenda package, available for review in the local records office and the District Office during normal business hours.

Ms. Murphy made a MOTION to accept the financial statements and ratify the invoices and check register, as presented.

Mr. Middlemiss seconded the motion.

Discussion ensued regarding social center, dates of financials and check register from March and not April, request to have Indigo financials from two months ago and from Inframark from the previous month instead of combined statements from two months ago, and consolidated statement for golf and restaurant.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to accept the financial statements and ratify the invoices and check register, as presented.

#### SEVENTH ORDER OF BUSINESS Other Business

There being none, the next order of business followed.

#### EIGHTH ORDER OF BUSINESS Supervisor Requests

Mr. Kostich commented on permits being posted at Fairfax Hall for the veterans memorial.

Mr. Middlemiss commented on the Blue Ridge Activity Center, crews working daily, demolition permit filed with City of Leesburg, and certificate of occupancy applied for.

#### NINTH ORDER OF BUSINESS Audience Comments

A Resident (Lot 403) commented on pools not being clean.

A Resident (Lot 1248) commented on security. Discussion ensued regarding situations when to call the police.

A Resident (Lot 468) commented on insurance, examples of general liability, and when damages are caused by a contractor.

Arlington Ridge CDD May 18, 2023, regular meeting

A Resident (Lot 506) commented on trees, sod, and dirt.

A Resident (Lot 303) commented on parking under the portico at Fairfax Hall.

A Resident (Lot 113) commented on how decisions are made.

# TENTH ORDER OF BUSINESS Adjournment

• The next meeting is scheduled for Thursday, June 15, 2023, at 2:00 p.m.

On MOTION by Mr. Piersall, seconded by Ms. Murphy, with all in favor, the meeting was adjourned at 5:45 p.m.

Angel Montagna, Secretary	Robert Hoover, Chairman